



200601310047

Skagit County Auditor

1/31/2006 Page

1 of

4 11:19AM

Document Title:

Agreement

Reference Number :

Grantor(s):

additional grantor names on page ___

1. Lozier Irene

2.

Grantee(s):

additional grantee names on page ___

1. Bannister Septic

2.

Abbreviated legal description:

full legal on page(s) ___

SE NE NW 26-34-4

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

P27927

Bannister Septic
1927 South 17th. Street
Mount Vernon, WA. 98274
Phone 360-428-4949 Fax 360-428-4949

AGREEMENT FOR MANAGEMENT SERVICES
OF A GLENDON ON-SITE SEWAGE SYSTEM

This agreement for Management Services ("Agreement") prepared on 31st January 2006 is hereby entered into by and between Bannister Septic ("Manager") and John L. Lister ("Owner").

The Owner possesses a parcel of property with an existing or proposed residence at 16997 Mountain View Rd, Mount Vernon, WA and further identified by Assessor P# 27927.

This agreement details the responsibilities of the Manager for monitoring and maintenance of the on-site sewage treatment and disposal system. The system is a Glendon Biofilter ("System"). The maintenance schedule is based upon the Operation and Maintenance Manual provided by Glendon Biofilter Technologies, the sewage system designer ("Designer") and in accordance with guidelines set forth by the Washington State Department of Health. Monitoring helps to assure ongoing satisfactory function of the System, by providing a consistent schedule of inspections designed to detect early signs of System malfunction, equipment failure, or other potentially negative impacts to the System.

This Agreement will remain continuously in effect until terminated in writing by either the Manager or Owner. A written notification of termination of this agreement must be provided by either party wishing to end the agreement and delivered to the second party. Such notification must be presented sixty (60) days prior to termination of the agreement. If, for any reason, the Manager finds it necessary to discontinue this agreement (due to non-payment, Owner cancellation, etc.) a written notice thirty days prior to termination will be sent to the Skagit County Health Department ("Health Department"). Upon discovery of a change in Ownership of the subject property, the Manager shall notify the Health Department within thirty (30) days of such finding.

The Owner agrees to grant the Manager, representatives, agents or successors of the Manager, access to the System at all reasonable times for maintenance and inspection purposes. The Owner shall assume all responsibilities and costs in keeping monitoring stations accessible without advance notification. This includes making sure that all tanks are equipped with risers (septic tank inlet and outlet, surge tank) that extend to the surface of finish soil grade, that there are accessible inspection ports and/or squirt ports (when applicable) and that there is no excessive vegetative growth over or around the System that will limit the ability to inspect the system.



200601310047
Skagit County Auditor

The Owner agrees to keep on file and provide to the Manager, at the time of inspections, a copy of the Operation & Maintenance Manual prepared by Glendon Biofilter Technologies along with a copy of the complete as-built drawing or construction record generated by the licensed designer providing final System inspection.

At the time the System has been put into operation, the Owner must contact the Manager so that the Manager can monitor the System during the sixth, twelfth, eighteenth, and twenty-fourth months of operation. Inspection thereafter will be on a once a year basis. During each monitoring inspection the Manager shall conduct a performance evaluation of the System with the following tasks to be included:

Septic tank

Check scum and sludge accumulation. Initiate pumping as needed.

Inspect the tank outlet filter and clean as needed.

Check for ground water intrusion.

Surge tank and/or pump vault

Check for scum and sludge accumulation. Initiate pumping as needed.

Check for ground water intrusion.

Pumps & Appurtenances

Observe cycle counter or the event log to determine average daily water use. Compare calculated flow to original design.

Inspect and test switches, floats, transducers and alarms, for correct function and general condition. Perform a draw down test and check pump function if draw down is not consistent with control panel timer settings at the time of inspection.

Check the control panel for proper operation. Inspect wiring and panel components.

Glendon Biofilter

Check for surfacing effluent.

Measure the liquid level within the Biofilter, and measure the depth of sludge in the bottom of the Glendon Biofilter. Check the general condition of the side slopes and maintenance of vegetation on and around the Biofilter.

Develop an inspection report for submittal to the property owner and the Health Department.

Should the Manager detect problems and/or failure of the System or any component of the System, the Owner agrees to allow the Manager to further investigate the problem(s) and to make sure repairs and/or adjustments occur to maintain or bring to compliance the operation of the System. The Owner and the Health Department will be notified by the Manager orally and/or in writing within seven (7) days of discovery of any significant System operational problem.

One copy of each monitoring report and any recommendations by the Manager will be provided to the following:



200601310047

Skagit County Auditor

Owner

Irene Lozier
P.O. Box 2243
Mount Vernon, WA 98275

Health Department

Notifications to the Manager shall be sent to:

Bannister Septic
Attn. Dean Bannister
1927 South 17th. Street
Mount Vernon, WA. 98274

Monitoring and maintenance fees for the first four inspections (initial two years of System operation) are included in the System installation cost. However, these fees do not include repair of damage to the System as a result of the actions by the user or other persons not licensed by Glendon Biofilter Technologies, Inc.

After two years of System operation, fees for System inspection and maintenance services by Bannister Septic will be billed in accordance with service rates in effect at the time of service. Inspection service fees are payable in full upon receipt of each billing, however, such payment shall be made no later than thirty (30) days after the billing date. Overdue balances shall be charged an additional 1.5% per month interest, compounded monthly.

Irene Lozier
System Owner

Date: 1-31-06

Dean Bannister
Bannister Septic, Dean Bannister
Joseph Zurala Residing in
Burlington
My commission expires
1-10-09

A fully executed copy of this Agreement will be submitted to the Health Department upon design application submittal.



200601310047
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